



**AccessPay Salary Packaging & Employee
Benefits Card**

Product Disclosure Statement

Part 1 – General Information
Part 2 – Terms and Conditions
Version: 4 (effective as at 24th April 2017)

Part One - General Information

This Product Disclosure Statement (**PDS**) provides information about the AccessPay Salary Packaging & Employee Benefits Card (**Card**) which Cardholders may use in the course of their Salary Packaging Arrangements offered by you as their Employers. The PDS for the Card contains terms and conditions and other important information regarding the Card, including the fees and other costs that apply to the Card. This PDS is an important document designed to assist you in deciding whether to acquire the Card.

The Card is a prepaid Visa card product that enables you to authorise people to purchase goods and services using the Card anywhere in the world that Visa prepaid cards are accepted.

By requesting the issue of a Card to a Cardholder or a Cardholder using a Card, you are bound by these Terms and Conditions in respect of the Card.

You and each Cardholder should read this document carefully to understand the terms and conditions that apply to the use of the Card. Queries regarding the features and restrictions of the Card should be directed towards EML or your Salary Packaging Provider. To determine an Employee's eligibility for a Card, and whether a Card is right for that Employee, you should consult your Salary Packaging Provider or other financial advisor.

The information in this PDS does not take into account your individual objectives, financial situation or needs. Any advice in this PDS is general advice only. You should consider the appropriateness of any general advice to your circumstances before acting on it.

Important terms used throughout this document are defined in the glossary in section 12 of Part Two.

1. Parties involved in the distribution of the Card

EML Payment Solutions Limited ABN 131 436 532, AFSL 404131 (**EML**) is the holder of Australian Financial Services Licence number 404131. Under its AFSL, EML is authorised to provide financial services including arranging for the issue of non-cash payment facilities such as the Card. When providing financial services in relation to the Card, EML acts on its own behalf.

EML is a provider of transaction processing systems, software and support services for host based stored value card solutions.

EML can be contacted via:

Phone: 1300 739 889; or

Email: support@emlpayments.com.au; or

Mail: Level 2, 26 Commercial Road Fortitude Valley Business Centre QLD 4006.

AccessPay Pty Ltd ACN 098 850 803 ("AccessPay"), is the Salary Packaging Provider who has established arrangements with Employers for the issue of Cards to their employee. AccessPay is an authorised representative of EML (authorised representative number 0001254001) and is authorised by EML to arrange for the issue of the Card. When providing financial services in relation to the Card, it acts on behalf of EML.

AccessPay can be contacted from anywhere in Australia between 8am and 6pm Monday to Friday using the contact details below:

Phone: 1300 133 697; or

Email: CustomerService@accesspay.com.au; or

Mail: GPO Box 1238, Adelaide, SA 5001.

2. Card issuer

The issuer of the Card is Heritage Bank Limited ABN 32 087 652 024, AFSL 240984, Australian Credit Licence 240984 (**Heritage**). If you acquire a Card, you will have a contract with Heritage comprised of the terms and conditions contained in this PDS.

Heritage can be contacted via:

Phone: 13 14 22; or

Mail: PO Box 190 Toowoomba QLD 4350

3. Roles of the Card distributors and the Card issuer

EML is responsible for the distribution of the Cards under an arrangement with Heritage and the Salary Packaging Provider and is also responsible for providing various cardholder services including online systems to allow Cardholders to check their balance and transaction history.

Heritage is a member of Visa and is responsible for the settlement of transactions using the Card, but may outsource these functions to other service providers. Heritage issues the Card under an arrangement with EML.

Neither EML, nor anyone else acting on its behalf, has the authority on behalf of Heritage to:

- Tell you anything about the Card that is inconsistent with the information in this document or the PIN Mailer; or
- Give you personal financial product advice (that is, a recommendation or statement of opinion intended or that could be reasonably regarded as being intended to influence you in making a decision) about the Card;
- Do anything else on Heritage's behalf, other than marketing, arranging for the issue of and providing customer services for the Card.

4. Significant Benefits to Cardholders

The significant benefits of the Card are as follows:

- The Card can be issued to your Employees who can then undertake transactions using the Card;
- The Cardholder is able to access the Value loaded onto the Card by you;
- The Card is a Visa prepaid card which means that it can be used to pay for goods and services from merchants in Australia and around the world who accept Visa Prepaid Cards including online Purchase Transactions (excluding gambling merchants);
- The issuer of the Card, Heritage, is an authorised deposit-taking institution prudentially regulated by the Australian Prudential Regulation Authority;
- The Card cannot be used to withdraw cash at Electronic Banking Terminals;
- Transactions on the Card are monitored for fraudulent or unauthorised transactions by EML through Visa Risk Manager;
- The Card is reloadable, which means that Value can be loaded any number of times during its currency and within applicable limits; and
- The Cardholder can access only the Value that you have loaded to the Card. It is not a credit card.

5. Significant Risks to Cardholders

Some of the risks that may be associated with the use of the Card are outlined below. The risks described are intended to be a summary of the major risks associated with the Card and are not exhaustive. There may be other risks that relate to the use of the Card.

Significant risks to Cardholders are:

- The Card will expire at the date shown on the front of the Card. A Cardholder cannot access any Value loaded on the expired Card;
- Unauthorised transactions can happen using the Card if it is lost or stolen, or if a personal identification number ("PIN") is revealed to any other person, or as a result of fraud;
- Unintended transactions can happen if electronic equipment with which the Card is being used is operated incorrectly or incorrect details are input;
- You might not be able to get your money back if unauthorised or unintended transactions occur;
- Merchants may, at their discretion, refuse to accept the Card as a method of payment. The Cardholder should always check with the merchant that it will accept the Card before purchasing any goods or services;

- If the electronic network enabling the use of the Card is unavailable, you or the Cardholder may not be able to undertake transactions or get information using the Card;
- You or the Salary Packaging Provider may cancel the Card at any time and in such circumstances any Value remaining on the Card will be returned to you or the Salary Packaging Provider;
- You allow people to become Cardholders at your own risk. This means that you are responsible for any transactions the Cardholder undertakes, regardless of whether you actually authorised the Cardholder to undertake the transaction; and
- The Card could be lost, destroyed or stolen.

6. How does the Card work?

The Card is a reloadable Visa prepaid card. The Card provides the Cardholder with the means to access the Value on the Card anywhere in the world where Visa prepaid cards are accepted.

The Card allows the Cardholder to take advantage of the special fringe benefits tax (**FBT**) rules available to employees of not-for-profit organisations and public benevolent institutions in accordance with the Salary Packaging Arrangement between you and the Cardholder.

Neither Heritage nor EML represent or warrant that the Card will be suitable for the Salary Packaging Arrangement between you and the Cardholder or that the Salary Packaging Arrangement complies with the relevant taxation laws and requirements. It is the responsibility of you and the Cardholder to determine whether the Card is suitable for the salary sacrifice arrangements and meets the requirements of the relevant taxation laws. Both you and the Cardholder agree that in no circumstances will Heritage or EML be liable to either you or the Cardholder as a result of the salary packaging arrangements in place between you and the Cardholder or if the use of the Card does not meet the relevant taxation law requirements.

7. Electronic Statements

By the Cardholder successfully applying for and using the Card, you acknowledge that we do not provide and you or the Cardholder will not receive paper statements. Electronic statements showing the Card's transactions and available balance are available for viewing and printing by the Cardholder from the website shown on the PIN Mailer. Please contact AccessPay on 1300 133 697 if the Cardholder requires assistance accessing electronic statements.

8. Features of the Card

The features of the Card vary, depending on the type of Benefit you have chosen to utilise through the Card. The use of the Card is subject to the Terms and Conditions, which are set out in Part Two (as modified from time to time).

Below is a summary of the features of the Card. If you or the Cardholder have any questions, please contact the Salary Packaging Provider.

<p>Using the Card</p>	<p>When using the Card to perform an in-person transaction, the Cardholder must select 'Credit'. Although the Card uses a credit function to operate, it does not have any line of credit attached to it.</p> <p>The Cardholder can complete in-person transactions made with the Card by entering the PIN or making contactless payments through Visa payWave. The Cardholder can view the balance available in their Card Account, together with a history of transactions that have been made using the Card by accessing the secured website for the Card (the details of which are set out in the PIN Mailer) or by telephoning the Salary Packaging Provider during business hours.</p>
<p>Restrictions on the use of the Card</p>	<p>The Cardholder may only use the Card for approved purchases. The Card cannot be used for the following:</p> <ul style="list-style-type: none"> × Mortgage and personal loan repayments; × Credit card bill payments;

- ✘ Withdrawing money from an ATM or when paying for items at an Electronic Banking Terminal;
- ✘ Setting up recurring direct debit or direct credit payments;
- ✘ Money transfers, money orders, cheques, etc.

9. Fees, charges and costs

You agree to pay the fees provided in this PDS. Whenever any of these fees are incurred or become payable, you authorise us to deduct it from the Value stored on the Card.

Applicable fees are as follows:

Fees and Charges (deducted from the Value on the Card)	Amount
Replacement Card Fee	\$6.70
Foreign Exchange Fee (if Card is used for purchases in any currency other than Australian dollars or purchases with any merchant located outside Australia)*	2.99%
Disputed Transactions	\$25.00

* Foreign Exchange Fee is charged at the time of transaction and are included in the total purchase price. All fees and charges are expressed in Australian dollars and are inclusive of any applicable GST.

Example of Foreign Exchange Fee

Suppose:

- you make a purchase from a merchant located outside Australia (in the USA);
- at the time, VISA's prevailing exchange rate is \$1.00 US = \$0.95 Australian; and
- you spend \$200.00 US.

The Australian dollar amount is USD \$200.00 x \$0.95 = \$190.00

The foreign exchange fee is therefore 2.99% x \$190.00 = \$5.68.

Certain merchants may charge an additional fee if the Card is used to purchase goods and/or services. This fee is determined and charged by the merchant and is not retained by us.

10. Transaction limits

You and the Cardholder agree to abide by the transaction limits provided in this PDS. Applicable transaction limits are as follows

Transaction limits which apply to the Card	Amount (AUD)
Daily Point of Sale Limit	\$5,000.00
Maximum Point of Sale limit per transaction	\$5,000.00

11. Other important information

The Cardholder must provide an email address along with other information entered when activating the Card.

The Card does not earn interest on the amount standing to the credit of the Card Account. Although Heritage is an authorised deposit-taking institution, the Card Account does not represent a deposit with, or investment in, Heritage.

You do not become a depositor with Heritage by holding a Card. If you have another deposit account with Heritage, the funds credited to the Card are not counted in working out how much money you may have on deposit with Heritage for any purpose. As at the date of this PDS, the Value stored on the Card will not be protected under any deposit guarantee currently being offered by the Australian government.

As Heritage has not taken your circumstances or needs into account, independent advice should be sought in respect of any impact the use of the Card may have on the taxation liability of either you or the Cardholder.

12. Registration and Identification

The Card cannot be activated until certain identification procedures are undertaken to establish the identity of both you and the Cardholder.

You or a Cardholder may be required to reconfirm identity details at any time and must supply any specified identification documentation within a reasonable period of time if requested. Failure to provide any requested identification documentation may result in use of the Card being suspended until the requested identification documentation has been provided.

13. Activating the Card

The Cardholder must activate the Card before use by following the directions on the PIN Mailer.

14. Problems or disputes

If you have any questions, problems or disputes, we would like to hear about them. When you provide feedback to us, we have the opportunity to improve our services to you.

If there is a complaint or dispute relating to the Card, we request that EML be contacted in the first instance. If there is a complaint or dispute relating to the Card that is not satisfactorily resolved by EML, then immediately contact Heritage.

If Heritage or EML (as the case may be) is unable to settle the complaint immediately to your satisfaction, then Heritage or EML (as the case may be) will acknowledge the complaint by the end of the fifth (5th) Business Day after receipt of the complaint and may if relevant, request further details from you or the Cardholder.

Within 20 days of receiving the complaint or further instructions from the complainant, Heritage or EML will:

- advise the complainant in writing of the results of its investigation; or
- advise the complainant that it requires further time (not exceeding 25 days) to complete its investigation.

Where an investigation continues beyond 45 days, Heritage or EML (as the case may be) will continue to provide the complainant with monthly updates on the progress of the investigation and a date when a decision can be reasonably expected, unless Heritage or EML is waiting for a response from the complainant and the complainant has been advised that Heritage or EML requires such a response.

Where the complainant is not satisfied with the outcome of the complaint, the complainant has the right to contact EML's External Dispute Resolution Scheme.

Heritage and EML are members of the following External Dispute Resolution Scheme:

Financial Ombudsman Service Limited ABN 67 131 124 448

Mail: GPO Box 3, Melbourne VIC 3001

Phone: 1800 367 287; or

Email: info@fos.org.au

You can contact EML during normal business hours from anywhere in Australia by:

Phone: 1300 739 889;

Email: support@emlpayments.com.au; or

Mail: 26 Commercial Road Fortitude Valley Business Centre QLD 4006

Part Two – Terms and Conditions

These Terms and Conditions govern the use of the Card. Please read them carefully and keep a copy for your records. By requesting the issue of a Card to a Cardholder or a Cardholder using a Card, you agree to be bound by these Terms and Conditions. Allowing a Cardholder to use the Card is completely at your discretion. By agreeing to these Terms and Conditions, you agree that you are financially responsible for all uses of the Card and all transactions using the Card are your responsibility.

This agreement between you and Heritage is governed by these Terms and Conditions and entered into on the basis, of your representation and agreement with Heritage, that you are a business and are entering into the agreement primarily for business purposes. By agreeing to these terms and conditions, you:

- acknowledge that you have been given a copy of the PDS in which these Terms and Conditions are included;
- acknowledge and agree to the information and disclosures contained in the PDS; and
- acknowledge that you have provided a copy of this PDS which includes these Terms and Conditions to the Cardholder at the time that the Cardholder is issued with the Card.

Each Cardholder must activate the Card issued to that Cardholder before it is used. By signing the back of the Card or using the Card, the Cardholder also agrees to be bound by these Terms and Conditions.

Important terms used in these Terms and Conditions are defined in section 12.

If these Terms and Conditions are not clear to you or the Cardholder, or if you or the Cardholder have any questions or queries, please contact EML **BEFORE** the Card is used.

The Cardholder must safeguard the Card by taking the following steps:

- Sign the Card immediately upon receipt.
- Memorise the PIN and never store it with or near the Card.
- Never write the PIN on the Card.
- Never lend the Card to anyone.
- Never communicate the PIN.
- Try to prevent anyone else seeing the PIN when entered into an EFTPOS device.
- Never leave the Card unattended.
- Immediately report the loss, theft or unauthorised use of the Card to your Salary Packaging Provider on: 1300 146 371 (24 hours 7 days a week).
- The account statement should be examined online to identify and report, as soon as possible, any instances of unauthorised use.
- For security reasons, on the Expiry Date destroy the Card by cutting it diagonally in half.

If the Cardholder fails to properly safeguard the Card and PIN they may increase your liability for unauthorised use.

1. The Card

1.1. Overview

The Card is a reloadable Visa prepaid card and Value must be loaded to the Card before the Card can be used;

The Card is not a facility by which Heritage takes deposits from you. There is no interest payable to you or the Cardholder on the credit balance of the Card.

The Card remains the property of Heritage and you must ensure that you and each Cardholder surrender the Card to us if we ask for it to be surrendered.

When the Cardholder uses the Card in person at a retailer, they must select 'Credit'.

1.2. The Cardholder

It is your responsibility to ensure that Cardholders comply with these Terms and Conditions. Any act or omission of a Cardholder is taken to be your act or omission, regardless of whether you specifically authorised it. You must not represent to any Cardholder that any available balance belongs to the Cardholder.

If you are arranging for a Card to be made available to a Cardholder for the purpose of satisfying a liability of yours (or of anyone else's to pay money to the Cardholder), you must:

- disclose to the Cardholder that the available balance does not belong to the Cardholder before the Cardholder agrees to accept the Card;
- disclose to the Cardholder that if the Card expires or is cancelled or revoked, no remaining available balance or other amount will be payable to the Cardholder by Heritage;
- ensure your or the other persons' liability to pay money to the Cardholder is satisfied; and
- indemnify Heritage against any claim, loss, damage or liability arising because of, or attributable to, any breach by you of these Terms and Conditions.

1.3. Arranging for the Issue of the Card

Heritage will issue the Card to the Cardholder when EML receives instructions from the Salary Packaging Provider to do so.

Heritage may require those instructions to be given in a particular way or to include particular content, but is not liable to you if it acts on instructions that are not given in any particular way or that do not include any particular content.

1.4. Card expiry

Each Card issued to a Cardholder is valid until its Expiry Date. A Card issued to a Cardholder cannot be used after expiry. The Cardholder cannot access the funds available in the Card Account unless a replacement Card is issued to them.

1.5. Card reissue and replacement

We may issue a new Card to the Cardholder at any time. All such Cards are subject to these Terms and Conditions. We reserve the right not to reissue a Card.

A replacement Card will be reissued to a Cardholder prior to its Expiry Date unless EML have received notice from the Salary Packing Provider that the Cardholder is no longer a party to a Salary Packaging Arrangement or we decide not to. This includes where we have otherwise cancelled the Card or terminated the Card Account.

1.6. All Cards remain our property

The Card remains the property of Heritage and you must ensure all Cardholders return the Card upon request, on the cancellation of the Card or on the closure of the Card Account.

1.7. PIN

A PIN will be provided to the Cardholder in the PIN Mailer. The Cardholder cannot change their PIN. Should an incorrect PIN be entered three times when a transaction is attempted using the Card, the Card will be temporarily suspended for 24 hours. The Cardholder must not disclose their PIN to any other person.

1.8. Pin reveal

To retrieve their PIN the Cardholder should go to <https://pin.emerchants.com.au>. The Cardholder will be prompted to enter their 16 digit Personal Account Number (PAN) along with personal details to verify their identity.

Following verification of the Cardholders identity a security number will be sent to the email address registered with the Card. The security number will be required to allow the Cardholder to access their PIN. If the Cardholder has any technical difficulty retrieving their PIN please contact EML on 1300 739 889.

1.9. Security

You and each Cardholder must make sure that you keep the Card, Identifiers and any PINs safe and secure. The precautions we require you and the Cardholder to take are set out below. You must not:

- allow anyone else to use the Card;
- interfere with any magnetic stripe or integrated circuit on the Card;
- unnecessarily disclose the Card number;

- write the PIN on the Card;
- carry the PIN with the Card;
- record the PIN on anything carried with the Card or anything liable to loss or theft simultaneously with a device, unless you make a reasonable attempt to protect the security of the PIN; or
- voluntarily disclose the PIN to anyone, including a family member or friend.

2. Use of the Card

2.1. When can the Card be used?

The Card can only be used if the Card Account is in credit, as a result of the loading of Value by you, as outlined in section 6. The Cardholder can use the Card as often as they like before expiry and within the applicable limits, provided that the Cardholder does not exceed the available balance.

The Card is only valid if it has been signed and activated by the Cardholder and is used during the validity period shown on the face of the Card. On the expiry of the Card, you must destroy it by cutting it diagonally in half.

2.2. Where can the Card be used?

The Card can be used at any Visa merchant directly or by mail, telephone order or through the internet or Electronic Banking Terminal displaying the Visa logo (subject to individual merchant's discretion).

If the Cardholder has elected to receive:

- their General Living Expenses through the Card, they can use the Card to pay for most everyday living expenses, subject to the restrictions set out in their Salary Packaging Arrangement;
- their Entertainment Benefits through the Card, they may only use the Card to pay for expenses that qualify as Entertainment expenses.

For more information about what qualifies as Entertainment expenses please refer to the Salary Packaging Arrangement or contact your Salary Packaging Provider.

The Card may not be used for illegal transactions or to purchase illegal goods or services.

The Cardholder:

- must not use the Card to obtain Cash Advances or to pay any fines incurred by them;
- cannot use the Card to repay other financial accommodation (such as personal loans or mortgage repayments);
- cannot use the Card to establish periodical payments or other standing payment orders;
- cannot transfer any amount to the credit of the Card Account to another account;
- cannot transfer funds from any other account to the Card Account.

The Cardholder may use the Card to pay bills (except where doing so would constitute obtaining a cash advance – such as the payment of credit card bills).

We do not warrant or accept any responsibility if a Visa merchant or an Electronic Banking Terminal does not accept the Card.

The Card may not be used for, and authorisation will be declined for transactions relating to any form of gambling or gambling services, and the purchase of money orders and traveller's cheques.

The Cardholder should ensure that the transaction amount is correct before they sign vouchers or transaction records given to them by Visa merchants, and before the Cardholder enters their PIN at an Electronic Banking Terminal. By signing a voucher or transaction record, or entering the PIN, the Cardholder indicates their agreement that the transaction amount is correct.

We may restrict or stop the use of the Card if excessive uses of the Card or other suspicious activities are noticed.

2.3. Authorised transactions

Certain transactions on the Card Account may need to be pre-authorised before they can proceed. Prior to any transaction being completed, the Visa merchant or other person involved in the transaction may obtain a pre-authorisation for the transaction.

We may not pre-authorise a transaction if the transaction would either cause the Card Account to go into debit balance, or increase the amount of any existing debit balance. Once an authorisation is obtained, it will reduce the amount of available funds in the Card Account.

If the purchase or other transaction of the pre-authorised amount is not completed, the amount of available funds in the Card Account may continue to be reduced in the amount of the pre-authorisation for up to four Business Days after the pre-authorisation is obtained. We reserve the right to decline any pre-authorisation for any transaction on the Card Account.

2.4. How much can funds be spent on the Card?

Subject to the limits set out in Part One, transactions must not exceed the available credit balance of the Card Account from time to time. The credit balance can be accessed following the loading of Value to the Card Account by you.

2.5. Visa payWave

Visa payWave gives the Cardholder the ability to use the Card to make a Contactless Transaction for purchases up to \$100 at Contactless Terminal without having to sign or enter a PIN. The Cardholder can use the Card with Visa payWave technology across various merchants in Australia. For transactions over \$100, additional authorisation is required via use of a PIN. This function is set in place for security reasons.

3. Fees

You agree to pay us the fees and charges detailed in the Fees, charges and costs section of the PDS. Whenever any of those fees and charges is incurred in relation to a Card, you authorise us to deduct it from the available balance of the Card Account and reduce that available balance accordingly. All fees and charges are expressed in Australian dollars and are inclusive of any applicable GST.

4. Card Account

The Card Account will be charged with, and accordingly you are required to pay us:

- the amount for goods and services acquired using the Card; and
- the fees and charges in accordance with section 10 General Information.

The amount standing to the credit of the Card Account is in Australian Dollars. Transactions made in a currency other than Australian dollars will be subject to the prevailing Acquirer exchange rate at the time the transaction is processed plus a 2.99% foreign transaction fee. Please refer to the Fees, charges and costs section for more details.

5. Card Statements

5.1. Availability of Card Statements

Paper Card Statements will not be issued. The balance of the Card Account and the transaction history will be made available securely online by the Salary Packaging Provider. Details of how a Cardholder can access the Card Statement are set out in the PIN Mailer.

A transaction record slip will be available for each transaction carried out with the Card at an Electronic Banking Terminal. The Cardholder should obtain, check and retain all transaction record slips issued to them for checking against the Card Statement.

It is the Cardholder's responsibility to regularly review the Card Statements to identify any Unauthorised Transactions.

5.2. Resolving errors on Card Statements

If you or a Cardholder believe a transaction is incorrect or is an Unauthorised Transaction, or the Card Statement contains any instances of unauthorised use or errors, you and/or the Cardholder must notify

EML immediately. We may request you and/or the Cardholder to provide additional written information concerning any error (or possible error) and you must comply with that request.

6. Payments to the Card Account

Purchases made with the Card (and other fees and charges debited to the Card Account) will reduce the balance of the Card Account which is available to spend using the Card. Transactions made by the Cardholder must not exceed the available balance of the Card Account from time to time.

If a Cardholder makes or attempts to make any transactions that exceed the available balance of the Card Account then you will be liable for any negative balance, along with any costs or interest we incur in recovering or attempting to recover from you the amount you owe us. If a negative balance arises, that does not mean that a negative balance will be allowed to arise or be increased on subsequent occasions. If the Card Account has a negative balance, such balance is a debt immediately payable by you.

We may determine the order in which payments made to the Card Account will be applied.

7. Lost, theft and misuse of Cards

If you or the Cardholder know or have reason to suspect that the Card has been lost, stolen or damaged, likely to be misused or you or the Cardholder have reason to suspect that someone else may know the PIN, you or the Cardholder must notify your Salary Packaging Provider IMMEDIATELY by:

- contacting Salary Packaging Provider on 1300 146 371 (24 hours 7 days a week); or
- sending a notification by email to support@emlpayments.com.au

We will then suspend the relevant Card or restrict further use. If you or the Cardholder make a reasonable attempt to contact your Salary Packaging Provider or EML by telephone during the hours of operation stated above and your Salary Packaging Provider or EML is unable to answer your call, you or the Cardholder will not be liable for any losses occurring due to non-notification provided that you or the Cardholder notify your Salary Packaging Provider or EML on the next Business Day or within a reasonable time.

You or the Cardholder may be required to confirm details of the loss, theft or misuse in writing (and to provide particular information in the confirmation) and must comply with that requirement.

8. Liability for Unauthorised Transactions

For as long as we remain a subscriber to the ePayments Code, your liability for losses arising from Unauthorised Transactions will be determined under the ePayments Code.

You may be responsible for some of the losses occurring as a result of Unauthorised Transactions performed with the Card. This may result in the available balance of the Card Account being reduced accordingly.

You will not be liable for losses resulting from Unauthorised Transactions where it is clear that you have not contributed to the loss.

You will not be liable for losses resulting from Unauthorised Transactions that are caused by the fraudulent or negligent conduct of:

- our staff or agents;
- companies involved in networking arrangements; or
- merchants who are linked to the Electronic Funds Transfer system or of their agents or employees.

You will not be liable when Unauthorised Transactions:

- happen after notification to us that any Card has been misused, lost or stolen or that the security of the relevant PIN has been breached;
- result from the use of the Card before you or a Cardholder have received the Card and or PIN (including a reissued Card and/or PIN);
- are made with forged, faulty, expired or cancelled cards or numbers (as applicable) when neither you nor the Cardholder was responsible for this;
- are made using an Identifier without a Card or PIN;
- are the result of the same transaction being incorrectly debited more than once to the same Card Account.

Where we can prove on the balance of probability that you or a Cardholder contributed to the losses resulting from Unauthorised Transactions through fraud or by failing to comply with the Security Requirements, then you are liable for the actual losses which occur before we are notified of the loss, theft or misuse of the Pass Code or Card or a breach of the Security Requirements. However; you will not be liable for any loss on any day, or in any period, exceeding any applicable transaction limit for that day or period and you will not be liable for loss in excess of the available balance on the Card Account.

You will be liable for losses resulting from Unauthorised Transactions where we can prove on the balance of probability that you or a Cardholder have contributed to the losses though unreasonably delaying notification of the misuse, loss or theft of a Card or that the security of the relevant PIN has been breached. Your liability in this case is limited to losses occurring between the time that you or a Cardholder became aware of the security compromise or should reasonably have become aware in the case of a lost or stolen Card but you will not be liable for any loss on any day, or in any period, exceeding any applicable transaction limit for that day or period and you will not be liable for loss in excess of the available balance on the Card Account.

If it is unclear whether or not, you or the Cardholder, contributed to the loss caused by an Unauthorised Transaction that required a PIN, the amount of your liability will be limited to the lesser of:

- \$150;
- the actual loss at the time we're notified that the security of the PIN was breached or the Card has been lost, stolen, or used without your permission (limited by the applicable daily or period transaction limits over the relevant timeframe) and;
- the available balance of the Card.

9. General information about the Card and Card Account

9.1. Cancellation and termination

Where a Card has been cancelled by us, or you have terminated the Card Account the Cardholder must immediately destroy the Card by cutting it diagonally in half.

Any unspent amounts on the cancellation or expiry of the Card or the termination of the Card Account will be refunded to you by your Salary Packaging Provider.

9.2. Cancellation of the Card

We may cancel the Card at any time. From the date we notify you that we have cancelled a Card, you must return the Card to us and the Card must not be used. You must pay any outstanding debit balance of the Card Account in full to us immediately.

9.3. Termination of the Card Account

You may terminate your Card Account at any time by:

- giving us written notification;
- returning the Card (and any Card issued to a Partner Cardholder) to us; and
- paying the outstanding debit balance of the Card Account (if any) to us.

We may terminate the Card Account if you do not (or any Partner Cardholder does not) comply with these Terms and Conditions or if we cancel the Card. On termination of the Card Account, you must return the Card (and any Card issued to a Partner Cardholder) to us or destroy it by cutting it diagonally in half. You will remain liable for any transactions debited to the Card Account which were made prior to termination which have not been cancelled. You may have to pay us reasonable enforcement expenses under these Terms and Conditions in the event of a breach.

10. Changes to these Terms and Conditions

We may change these Terms and Conditions at any time. A change may:

- change the fees payable under these Terms and Conditions or introduce new fees;
- introduce additional Terms and Conditions; or
- alter these Terms and Conditions in some other way.

We will notify you in advance of most changes on the Website, with such changes to take effect no earlier than 20 days after the notification. Changes necessitated by an immediate need to restore or maintain the security of the system in which the Card is used can be made subject to the law and the ePayments Code without prior notice.

We can give advance notice of a change by:

- publishing it in a notice or advertisement in a major daily newspaper distributed in Australia;
- placing it on the Website;
- giving you written notice; or
- using another method that the law or the ePayments Code allows or requires us to use.

When we notify you of a change:

- we will comply with any applicable requirements under a law or the ePayments Code; and
- subject to doing that, it will be good enough if the notification or announcement explains the substantial effect of the change.

11. Other

11.1. Liabilities and disclaimers

We are not liable if:

- the amount available in the Card Account is not enough to cover a transaction;
- a terminal or system does not work properly;
- circumstances beyond EML's control prevent a transaction, despite any reasonable precautions having been taken by us;
- any failure due to events outside our reasonable control;
- any industrial dispute;
- the way in which any refusal to accept the Card is communicated;
- any indirect, special or consequential losses;
- any infringement by you of any currency laws in the country where the Card is issued or used;
- any dispute between you or the Cardholder and the supplier of any goods or services purchased with the Card;
- our taking any action required by any government, federal or state law or regulation or court order; or
- anything specifically excluded or limited elsewhere in these Conditions of Use.

Our liability in any event (other than in relation to Unauthorised Transactions) shall not exceed the amount of available credit in the Card Account.

You are not liable for any loss caused by the failure of a system or equipment provided by any party to a shared electronic network to complete a transaction accepted by the system or equipment in accordance with your instructions. However, if you were aware, or should have been aware, that the system or equipment was unavailable or malfunctioning, our responsibility will be limited to:

- correcting any errors; and
- refunding any charges or fees imposed as a result.

If any warranties or conditions are implied because of Part 2 of the Australian Securities and Investments Commission Act 2001 or any similar law in respect of services supplied under these Terms and Conditions or in connection with the Card, then our liability for a breach of such a warranty or condition will in any event be limited to:

- the supplying of the services again; or
- the payment of the cost of having the services supplied again.

We:

- do not make or give any express or implied warranty or representation in connection with the Card (including the Card type, quality or standard of fitness for any purpose); and
- are not liable for any loss you suffer (including indirect or consequential loss) arising in connection with the Card (whether a failure to provide the Card or its loss, theft or destruction).

All conditions, warranties or other terms implied by law are excluded to the fullest extent permitted by applicable laws and regulations. Any failure or delay to enforce a term of these Terms and Conditions does not mean a waiver of them.

11.2. Visa Zero Liability

In addition to the limits placed on the Cardholder's liability as described in Section 11.1 above, Visa's scheme rules provide that Heritage and EML shall limit your liability to nil in the following circumstances:

- you or the Cardholder) has not contributed to any loss caused by unauthorised use of the Card as described in section 11.1 above; and

- you and the Cardholder (if required) has provided all reasonably requested information to EML, which may include provision of a statutory declaration and police report.

Where this Visa zero liability provision applies, EML will endeavour to refund the amount of the unauthorised transactions within ten (10) business days, subject to:

- you and the Cardholder (if required) having provided all reasonably requested information to EML;
- you or the Cardholder (if required) is not otherwise in default or have breached the Terms and Conditions set out in this PDS; and
- EML has not reasonably determined that further investigation is necessary before refunding the amount of the unauthorised transactions based on:
 - the use of the Card;
 - the nature and circumstances surrounding the unauthorised transactions; or
 - any delay in notifying EML of the unauthorised transactions.

Any refund is conditional upon the final outcome of EML's investigation of the matter and may be withdrawn by EML where it considers that this provision shall not apply as a result of those investigations.

11.3. Privacy and information collection

EML and Heritage, (in this Privacy Statement referred to as "we"), collect Personal Information belonging to both you and the Cardholders (in this Privacy Statement referred to as "you") so that we can establish and administer the Card. We may also use your and a Cardholder's Personal Information to promote products and services offered by us or our affiliate companies and to conduct customer satisfaction surveys to improve our products and services.

Heritage is also required by the Anti-Money Laundering and Counter-Terrorism Financing Act 2006 to collect Personal Information to identify you and verify your identity.

Without your information we cannot make the Card available to you and you should not purchase the Card.

If you provide us with Personal Information about someone else, you should ensure that you are authorised to do so and agree to inform that person of the contents of this notice.

We may exchange your and a Cardholder's Personal Information with each other and with third parties in the normal operations of our business, for example with our corporate partners and affiliates, related companies and agents, government agencies, service providers (such as auditors, IT support and mailing houses) and with providers of services which relate to anti-money laundering and counter terrorism financing and for the prevention of crime, legal compliance and detection of fraud.

If you owe us money, we may also exchange your information with entities such as lawyers and debt collectors. We also disclose your and/or a Cardholder's Personal Information overseas to countries including New Zealand, Singapore, India, China, the UK, France and the US.

By activating the Card you and each Cardholder consent to us collecting, using and disclosing your Personal Information under these terms and conditions in the manner described above.

Our Privacy Policies set out how you and a Cardholder can access and correct information we hold about you, how you can complain about a breach by us of your privacy rights and how your complaint will be handled. Our Privacy Policies are available at:

- Heritage: www.heritage.com.au
- EML: <https://emlpayments.com>

You may contact Heritage's Privacy Officer in relation to your Personal Information (or to opt out of marketing) on 131422 or feedback@heritage.com.au

You may contact EML's Privacy Officer in relation to your Personal Information (or to opt out of marketing) on 1300 739 889 or support@emerchants.com.au.

11.4. Notices

You agree that we may give written notices or other communications to you or the Cardholder under or in connection with these Terms and Conditions either:

- by writing to you at your residential or postal address last known to us;

- by giving it to you personally or leaving it at your residential or postal address last known to us;
- by Electronic Communication to your email address last known to us or which you last gave us for sending notices and communications to you; or
- if the notice or communication is not personal to you – by publishing a notice in a newspaper circulating nationally in Australia or by posting it on the Website.

For the purpose of giving you information that we are required to provide under the ePayments Code (this includes statements of Card Funds. It does not, however, cover any information that we want to provide to you that is not required by the ePayments Code to be provided to you):

- we will only do so by Electronic Communication if you have made a specific positive election to accept Electronic Communications;
- you have the right to vary your nominated email address, mobile phone or fax number;
- you have the right to terminate your agreement to receive the information electronically; and
- if within 6 months after the Electronic Communication is given, you ask EML for a paper copy of the information provided electronically, the paper copy will be provided to you.

If we give a notice or other communication to you by email, the content of the notice or communication may be:

- set out in the body of the email;
- included as an electronic document attached to the email; or
- made available at the Website for retrieval by you (with the email advising you of this and of the general nature of the information, and giving you the ability to readily retrieve the information electronically).

In addition to the methods set out in these Terms and Conditions, we may give you a notice or other communication by using any method allowed or required by a law or the ePayments Code. If a law or the ePayments Code requires us to use a particular method, we will do so.

11.5. The website

Although considerable effort is expended by EML to make the Website and any other operating communication channels available at all times, no warranty is given that these channels will be available and error free at all times.

11.6. Governing law

Any questions concerning these Terms and Conditions, the agreement between you and us (which is governed by these Terms and Conditions), the Card or the Card Account will be decided under the laws of Queensland, Australia.

12. Glossary

Acquirer: Acquirer means the Bank that provides the merchant acquirer which is contacted to authorise a purchase on the Card.

Benefits: means General Living Expenses and Entertainment Benefits.

Business Day: Means a day that is not a Saturday, Sunday or public holiday being a day on which banks are open for general banking business in Sydney, New South Wales.

Card: means any card issued by us to you for use on the Card Account from time to time.

Cardholder: means a person to whom a Card has been issued as contemplated by this PDS and includes both the Primary Cardholder and Partner Cardholder

Card Account: means the record of account maintained by EML against which transactions and purchases made with your Card are debited and payments made by your Employer/Salary Packaging Provider are credited.

Cash Advance: means any transaction which we consider to be a cash advance, including transactions involving:

- the drawing of cash from the Card Account using an ATM or at a financial institution;
- receiving from a Merchant a cash substitute or a cash refund (including, but not limited to, using the Card Account to purchase gambling chips or tokens, traveller's cheques or money orders, or to load Value to a stored value card or facility);
- using the Card Account to pay bills through a third party where the Merchant does not accept credit payments;
- using the Card Account to pay bills over the counter at a financial institution; or

- transferring, or arranging the transfer of, funds from the Card Account to another account.

Card Statement: means an electronic statement of transactions completed with your Card.

Contactless Transaction means a Visa payWave transaction made by holding your Card (which is capable of making a Contactless Transaction) in front of a Contactless Terminal, to complete a transaction, rather than inserting the card into the terminal.

Contactless Terminal means a terminal which can be used to make a Contactless Transaction

Electronic Banking Terminal: means the EFTPOS device included in an authorised interchange network.

EFTPOS: means electronic funds transfer at point of sale.

Electronic Communication: means a message which is sent to you and which you receive electronically, in a form that you can retain for later reference such as by printing or by storing for later display.

EML: means EML Payment Solutions Limited ABN 30 131 436 532, AFSL 404131.

Employee: means a person employed by you as the Employer.

Employer: means you, the employer of a Cardholder.

ePayments Code: means the ePayments Code issued by the Australian Securities & Investments Commission on 20 September 2011 and includes any subsequent amendments or replacements that Heritage adopts.

Expiry Date: means the expiry date printed on the front of the Card.

Heritage: means Heritage Bank Limited ABN 32 087 652 024, AFSL 240984, Australian Credit Licence 240984.

Identifier: means information that you know but are not required to keep secret and which you must provide to perform a transaction (for example, a Card number).

General Living Expenses: means the Primary Cardholder's salary packaging benefit which may be utilised by either the Primary or Partner Cardholder through the Card and used to purchase goods or services, subject to terms and conditions of the Salary Packaging Arrangement.

Entertainment Benefit: means the Primary Cardholder's salary packaging benefit which may be utilised by either the Primary or Partner Cardholder through the Card and used to pay for entertainment expenses subject to terms and conditions of the Salary Packaging Arrangement.

Pass Code: means a password or code that you must keep secret, that we may be required to authenticate your identity or a transaction. Examples include your PIN and any access code required to allow online access to your Card details.

Personal Information: means the information that we collect from you and the Cardholder, including any application form, correspondence, identification, emails, telephone calls, internet communications and transactional information, in connection with the Card or the Card Account.

PIN: means the four-digit personal identification number which we issue to you for use with your Card in any Electronic Banking Terminal.

PIN Mailer: means the letter sent to the Cardholder including the PIN, your Card and instructions on how to use the Card, together with other important information.

Primary Cardholder means the Cardholder who has elected to receive their Benefits through the Card.

Purchase Transaction: means a purchase of goods and/or services using a Card, including amounts a Cardholder authorise a merchant to charge if certain events occur (for example when you authorise a hotel to complete a transaction record when the Cardholder books a room, but does not arrive to occupy the room).

Salary Packaging Arrangement: means the arrangement between you as employer and a Cardholder as your employee that contains the terms and conditions of the salary packaging program offered by you (through the Salary Packaging Provider) for the purpose of which the Card is issued to the Cardholder.

Salary Packaging Provider: means AccessPay Pty Ltd ACN 098 850 803.

Partner Cardholder: means the individual nominated by the Primary Cardholder to utilise the Primary Cardholder's Benefits through the Card.

Security Requirements means the Security Requirements described under clause 1.9 "Security".

Terms and Conditions: means the terms and conditions set out in this document.

Unauthorised Transaction: means a transaction not authorised by you, but does not include any transaction carried out by you or anyone performing the transaction with your knowledge or consent.

Value: means the monetary value stored on the Card from time to time (expressed in Australian Dollars) that remains available to the Cardholder.

Visa: means Visa Worldwide Pte Ltd.

Visa Risk Manager: means EML's card fraud monitoring platform.

we, us and **our:** means Heritage and, except where the context indicates a different intention, also includes any agent acting on behalf of Heritage, including EML.

Website means the secure web site for your Card shown on the PIN Mailer and any additional or replacement website we notify you as the website for the purposes of these Terms and Conditions from time to time.

you and **your:** means the Employer who offers the Salary Packaging Arrangement and may include the Cardholder where the context requires.